



Order under Section 69 Residential Tenancies Act, 2006

Citation: Yukon PropCo L.P. v Collis, 2026 ONLTB 12925

Date: 2026-02-13

File Number: LTB-L-098919-25

In the matter of: 3 CANOE CRT
NEWCASTLE ON L1B1B1

Between: Yukon PropCo L.P. Landlord

And

Kenneth Collis Tenant

Yukon PropCo L.P. (the 'Landlord') applied for an order to terminate the tenancy and evict Kenneth Collis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 3, 2026.

Only the Landlord's representative, Crystal Hosannah, attended the hearing.

As of 3:14 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$949.59. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.22. This amount is calculated as follows: \$949.59 x 12, divided by 365 days.
5. The Tenant has paid \$1,879.65 into the LTB since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$3,739.77.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. The Landlord requested an order terminating the tenancy and evicting the Tenant unless the Tenant voids this Order by February 28, 2026. The Tenant and the Landlord have been in constant contact and have discussed payment plans in advance of the hearing. The Tenant advised the Landlord on February 1, 2026, that he would not attend the hearing.
10. As the Tenant was not present, I have limited evidence before me on which to consider delaying or denying eviction. The Landlord said the Tenant hopes to have the funds to make a payment by the end of February, but she was otherwise unaware of any extenuating circumstances that might cause me to delay or deny eviction. I do note that the Tenant has made a significant good faith contribution to his arrears in advance of the hearing, so having considered all the circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I am inclined to grant the Landlord's request to delay eviction until February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,925.77 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,069.84. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$31.22 per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.
10. \$1,879.65 together with any accrued interest that the Tenant paid into the LTB in trust shall be released to the Landlord by the LTB.*

February 13, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$5,619.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$1,879.65
Total the Tenant must pay to continue the tenancy	\$3,925.77

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,763.49
Application Filing Fee	\$186.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$1,879.65
Total amount owing to the Landlord	\$3,069.84
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$31.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	